

**ARKANSAS SUPREME COURT
COMMITTEE ON PROFESSIONAL CONDUCT**

**NOTICE OF SUSPENSION OF ATTORNEY'S
PRIVILEGE TO PRACTICE LAW**

**IN RE: FRANK DAVID REES
 ARKANSAS BAR ID #79238
 CPC Docket No. 2006-156
 CPC Docket No. 2007-021
 CPC Docket No. 2007-031**


Attorney Frank David Rees, an attorney practicing law primarily in Jonesboro has been suspended from the practice of law within the jurisdiction of this State.

The Committee on Professional Conduct suspended the Arkansas law license of Attorney Frank David Rees for a period of six (6) weeks in CPC Docket No. 2006-156. In CPC Docket No. 2007-021 the Committee suspended Mr. Rees for a period of thirty (30) days to be served consecutively. In CPC Docket No. 2007-031 Mr. Rees was suspended for thirty (30) days to be served consecutively. The total license suspension for Mr. Rees is one hundred-two (102) days effective February 23, 2009.

Please be advised that a suspended attorney shall not be reinstated to the practice of law in this State until the Arkansas Supreme Court has received an affirmative vote by a majority of the Committee. If, and at such time as the Committee may reinstate the attorney, you will be provided notice of the reinstatement and the effective date thereof.

If you have any questions in this regard or you have information evincing the attorney's continued practice contrary to the status of his license, please contact this office.

February 23, 2009



Stark Ligon, Executive Director
Office of Professional Conduct
625 Marshall Street, Room 110
Little Rock, AR 72201
(501) 376-0313

**BEFORE THE SUPREME COURT COMMITTEE ON PROFESSIONAL CONDUCT
PANEL C**

FILED

FEB 23 2009

IN RE: FRANK DAVID REES
Arkansas Bar ID # 79238
CPC Docket No. 2007-021

**LESLIE W. STEEN
CLERK**

HEARING FINDINGS & ORDER

The formal charges of misconduct upon which this Findings & Order is premised, involving respondent attorney Frank David Rees of Jonesboro, Craighead County, Arkansas, arose from information provided to the Committee on Professional Conduct by Circuit Judge John Fogleman and supplemented by information from Teahna Mooney (now Goodson) and Emerson George. Following Respondent Attorney's receipt of the formal complaint, Mr. Rees filed a response. After a ballot vote before Panel A, the matter proceeded to a public hearing by Panel C conducted on February 3-5, 2009. Stark Ligon represented the Office of Professional Conduct. Asa Hutchinson, Asa Hutchinson, III, and Don Bacon represented Respondent Rees. The hearing panel consisted of Panel C members Searcy W. Harrell, Jr. (chair), Robert D. Trammell, Rita M. Harvey, and L. Scott Stafford. Replacing Panel C members who were unavailable for the case were Panel D members William P. Watkins, III, James A. Ross, Jr., and Sue Winter.

The factual basis for the case, as alleged in the complaint is that on April 7, 2003, Teahna Mooney of Jonesboro was involved in a two vehicle collision on the I-55 Mississippi River Bridge at Memphis. Ms. Mooney was a passenger in a commercial

transit van vehicle owned and operated by Sonrise Shuttle, Inc. and driven by Emerson George. The van struck the rear of the forward vehicle, a tractor truck-trailer owned by Ruan Transportation, causing major injury to Ms. Mooney. At the time of the accident, Ms. Mooney was in a personal Chapter 13 bankruptcy, No. 02-bk-15395. On April 16, 2003, Ms. Mooney signed an employment agreement with Pocahontas attorney David Throesch to represent her in her claims from April 7, 2003, against Sonrise, Emerson George, Ruan, and its driver. On August 5, 2003, the bankruptcy court approved the employment of Mr. Throesch by Ms. Mooney for this purpose. On August 19, 2003, her bankruptcy case was closed, and it has not been reopened.

In late August 2003, Throesch took Mooney to see Rees. On August 26, 2003, she signed a Personal Injury Contract with the Rees Law Firm for a fee of 40% of any recovery before trial and 45% of any recovery made at trial. Thereafter, Rees was the lead attorney in her matter until he filed his motion to substitute counsel on September 9, 2004, and the court order granting Rees motion was filed September 22, 2004.

In late January, 2004 Rees also entered into a representation agreement with Emerson George regarding an injury to his wife in a possible medical malpractice action for him. Ms. George subsequently died. Emerson George was the at-fault driver of the vehicle in which Ms. Mooney was injured in April, 2003. Rees sued George in March, 2004 as a defendant in Mooney case, a time frame within which Rees also represented George. Neither Mooney nor George were informed by Rees as to this dual representation, and neither consented to or waived the conflict Rees had.

When Mr. Throesch took Ms. Mooney to meet Mr. Rees on August 26, 2003, Rees arranged for her to receive financial assistance prohibited by Model Rule 1.8(e) [2002], in the form of an apartment at 1806 Kim Street in Jonesboro, Arkansas, rented to her by Rees's brother Robert Rees through the brother's business entities. She had no funds to acquire a place to live. On her application form she listed that she had no income and was unemployed. Rees referred his new client to his brother. On August 26, 2004, the very day she met with Robert Rees, she was able to sign a Lease Agreement for one year with a corporation he owned. She also signed a Promissory Note agreeing to pay the corporation a total of \$9,866.67, which included the \$700 monthly rent, a \$350 deposit, and a \$1,000 pet deposit, all due twelve (12) months later. Robert Rees wrote David Rees on September 26, 2003, showing that he understood her Note would be paid out of the proceeds of her lawsuit David Rees was handling. David Rees wrote back that he would protect his brother lien out of her settlement. Ms. Mooney was personally out of the apartment by February 2005, after Rees ceased to be her attorney in her case. Her daughter may have stayed there until May 2005. Thereafter Bob Rees communicated with Arlon Woodruff about the apartment arrangement. Bob Rees submitted a final bill dated October 24, 2005, in the amount of \$21,316.67 to Mr. Woodruff. This bill included a \$50.00 monthly late charge for every month Ms. Mooney, or her daughter, was in the apartment or the lease may have continued to be in Ms. Mooney name, from September 2003 through October 2005, an additional total of \$1,300 against her account. The arrangement for her to get the

apartment was understood from the inception by all that she would not be able to pay anything until she made a recovery in her lawsuit. Mr. Woodruff compromised Robert Rees' claim down to \$15,000 and paid Mr. Rees that amount from Mooney's recovery in November 2005.

Also on August 26, 2003, when Rees signed Mooney as a firm client, he arranged for and personally guaranteed a loan of \$7,500 for her at Regions Bank in Jonesboro, for her personal use. When the loan was renewed or refinanced in August 2004, Rees again personally guaranteed her loan, Rees paid the accrued interest. When she obtained a recovery in November 2005, the Regions Bank loan was finally paid off in the amount of \$8,327.45. These bank loans Rees arranged and personally guaranteed were financial assistance to a client prohibited by Model Rule 1.8(e) [2002].

In late December 2003 an incident occurred between Ms. Mooney and Rees at his law office that she characterized as unwanted sexual harassment by him toward her. Rees acknowledged that something of an improper nature occurred. A Release prepared by Rees was signed by Ms. Mooney in another Jonesboro attorney office, selected by Rees, on September 20, 2004. This Release covered both the alleged sexual harassment and malpractice. Ms. Mooney signed this Release under duress, according to her and her handwritten notation on the Release. On behalf of his client David Rees, the other attorney caused to be delivered at that time to Ms. Mooney a check for \$1,000.00. Ms. Mooney was not represented by any independent counsel in

the matter at the time. She was not satisfied with the deal, so stated, and did not negotiate the \$1,000 check until around November 15, 2004.

A new form of a Release limited to the sexual harassment allegation was drafted, which provided for a total payment of \$4,000.00 to Ms. Mooney and did not give Rees or his law firm the blanket release from any liability for any of her possible claims for legal or professional malpractice or negligence that was in the release executed on September 20, 2004. A modified release form was transmitted by mail from the Jonesboro attorney to Mr. Woodruff on October 26, 2004. A Rees law firm check for the additional \$3,000.00 was issued on or about November 1, 2004. Mr. Woodruff, her new attorney, presented Ms. Mooney with the new Release and the Rees \$3,000.00 check at a hearing in her case on November 1, 2004, Mooney signed the modified Release then, and received the second check. She then deposited both checks and they cleared the respective banks on November 15, 2004. No signed copy of the \$4,000 Release has been produced by anyone.

The materials Mr. Woodruff supplied the Office of Professional Conduct also include a form of a two page Affidavit and Release for Ms. Mooney, drafted in Rees law office but never executed. This document states, in part, "upon my Christian word... in no way has he [Rees] engaged in sexual banner (sic), improper touching, improper behavior and neither have I." Mr. Woodruff's February 21, 2007, e-mail confirms this document was drafted in the Rees office.

The wife of Emerson George suffered an adverse medical result at a Jonesboro hospital on January 23, 2004. Emerson George and some of his family members came to Rees, on or about January 30, 2004, to discuss his representation of Mr. George on a possible claim for medical negligence in his wife's matter. On January 30, 2004, Rees executed a Temporary Agreement with Emerson George, as the client, and the Agreement was also signed then by other George family members, including his daughter Phyllis George Morphis and her husband Barry, giving the Rees Law Firm ninety (90) days thereafter to investigate the claim and determine if Rees wished to proceed with the representation. The Rees firm was given a 45% contingency fee of any recovery if the matter was resolved during this time period. Rees did not disclose to Mr. George that he already represented Teahna Mooney, and that his firm was then at work on a lawsuit for her in which Emerson George would be a key defendant. Mrs. George died on April 12, 2004.

On March 26, 2004, a Complaint for Teahna Mooney, signed by David Rees, was filed in Craighead County Circuit Court as Case No. CIV-2004-219, styled *Teahna Mooney v. Sunrise Shuttle Service, Inc., Emerson George, Ruan Transportation Management Systems, Inc. d/b/a Ruan Transport Corporation, and Edward Acord*. The case was assigned to Circuit Judge David Laser of Jonesboro. Rees caused a summons to be issued for Emerson George, and it was served on George by process server on April 5, 2004. Shortly after being served by Rees, Emerson George brought Rees the suit papers Rees had caused to be served on him, asking Rees what they

were. Rees claimed that for the first time he realized his office had sued another firm client, Emerson George.

The Memphis law firm of Glassman, Edwards, Wade & Wyatt, through Carl Wyatt and Russell Wood, entered the case as counsel for Sonrise and George. On April 26, 2004, Rees wrote Carl Wyatt about the George-Mooney representation situation. Rees stated at that time that he was still actively investigating Mr. George's medical malpractice claim, to the extent that he was having a medical expert review the case, and was in the process of setting up an estate for the deceased spouse. Rees acknowledged the conflict situation he was then in with regard to Emerson George when he stated to Mr. Wyatt that Rees would need to deal with someone else (on Mr. George's malpractice claim) and make sure Mr. George did not come into the Rees office during the pendency of the Mooney claim. The ninety (90) days of the Rees Temporary Agreement with Emerson George would not expire until about April 30, 2004. On July 20, 2004, Rees finally wrote Mr. George informing him that Rees did not feel George had a medical malpractice claim in his late wife's matter and that the Rees office would not be able to represent George in any such claim.

By August 2004 there was consideration being expressed by Rees to opposing counsel about Rees taking the deposition of Emerson George in Ms. Mooney's lawsuit, which was set for jury trial to start on November 8, 2004. On September 7, 2004, Rees wrote Mr. Wyatt and provided him with an Affidavit containing Rees's version of the events surrounding his concurrent George-Mooney representations. On that date, Rees

also filed a motion for voluntary non-suit with prejudice as to only defendant Emerson George in the *Mooney v. Sonrise* case. Rees procured an Order for Voluntary Nonsuit With Prejudice Against Separate Defendant Emerson George, also signed September 7, 2004, by Jonesboro Circuit Judge Larry Boling, a judge to whom the *Mooney* case was not assigned, and had the Order filed September 8, 2004. In the meantime, Emerson George had consulted with attorney Kent Rubens to represent George regarding any issues George had with Rees as a result of the apparent conflict of interest Rees had between his client, Ms. Mooney, and his now-former client Emerson George.

Without fully informing her of the likely consequences of his dismissal of Mr. George from her suit, if Rees recognized the likely consequences at the time, Rees dismissed Mr. George with prejudice as a defendant in Ms. Mooney's suit in early September 2004. On September 9, 2004, without fully informing Ms. Mooney of the nature of the situation Rees had created with the Emerson George matter, Rees selected and substituted Arlon Woodruff for Rees as Mooney's attorney in her lawsuit, which was set to go to trial on November 8, 2004. As a result of Rees's dismissal of Mr. George, Ms. Mooney's case against Mr. George's deep pocket employer, Sonrise, was seriously jeopardized by a motion filed for Sonrise. On November 1, 2004, Mr. Woodruff was able to salvage Mooney's case against Mr. George's employer by getting the judge to set aside Rees's action dismissing Mr. George as a defendant in the Mooney case.

On or about September 9, 2004, Rees signed and filed a motion for substitution of counsel for Teahna Mooney in the *Mooney* case, stating Ms. Mooney had retained new counsel, Arlon Woodruff, who thereafter represented Ms. Mooney in her suit. Arlon Woodruff was presented to Ms. Mooney by Rees. Mr. Woodruff was at that time representing Mr. Rees in several personal matters.

On September 21, 2004, Sonrise filed a motion to dismiss the *Mooney* suit as to Sonrise, claiming that, with the Rees non-suit with prejudice order as to its driver, Emerson George, it was now entitled to be dismissed from the lawsuit under Arkansas law based on the theory of *respondeat superior*. This motion was heard by Judge Fogleman on November 1, 2004, and denied. Mr. Woodruff's motion for Ms. Mooney to set aside the order of dismissal with prejudice as to Mr. George that Rees had filed was granted. As a result, Emerson George was brought back into the *Mooney* suit as a defendant. In the transcript from the November 1, 2004, hearing, Judge Fogleman asked if Mr. Rees had been reported, and Russell Wood replied that Emerson George and Kent Rubens were handling that portion of the matter. Judge Fogleman referred the matter of Rees's Emerson George conflict to the Committee by letter on March 3, 2005.

Upon consideration of the formal complaint and attached exhibit materials, the response to it, hearing testimony, other matters before it, and the Arkansas Model Rules of Professional Conduct, Panel C of the Arkansas Supreme Court Committee on Professional Conduct finds:

1. By a unanimous vote, the conduct of Frank David Rees did not violate Model Rule 1.2(a) as alleged in Counts A.1, A.2, and A.3 of the Complaint.

2. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.4(b), Count B.1 of the Complaint, in that if Mr. Rees had advised his client Emerson George on or after January 30, 2004, of Rees prior and existing representation of Teahna Mooney, and that Rees would soon have to sue Mr. George on behalf of Ms. Mooney, and would not be able to give Rees full loyalty to Mr. George on the matter George was entrusting to Rees, Mr. George would have had an opportunity to consider employing other counsel to represent him, or his late wife estate, in any claim for medical negligence arising from her death. Model Rule 1.4(b) requires that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

3. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.4(b), Count B.2 of the Complaint, in that if Mr. Rees had advised Teahna Mooney (now Goodson) on or after January 30, 2004, that he had accepted legal employment, even temporarily, of Emerson George, a necessary and critical party defendant in the lawsuit Rees was about to file for her, that this new representation would cause Rees to have a conflict of interest between Ms. Mooney and Mr. George, and that Rees representation of Mr. George would likely cause major problems for Ms. Mooney litigation, and that Rees would not be able to give his full loyalty to Ms. Mooney in her matter under these circumstances, she would have had an opportunity in early

2004 and thereafter to consider employing other counsel to represent her and receive the loyal representation to which she was entitled. Model Rule 1.4(b) requires that a lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

4. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.7(a), Count C.1 of the Complaint, in that his acceptance of the representation of Emerson George in late January 2004 in the matter involving George wife was directly adverse to Rees representation commenced months earlier in August 2003 of Teahna Mooney, which would eventually involve interests directly adverse to those of Emerson George. Teahna Mooney was not told in early 2004 of Rees new representation of Emerson George and therefore could not and did not consent to Rees representation of Mr. George while Rees also represented Ms. Mooney. Rees could not have reasonably believed his representation of Ms. Mooney would not adversely affect his relationship with Mr. George, also Rees client, as Rees would almost surely have to sue Mr. George to maintain a cause of action against his employer, Sonrise Shuttle, the owner of the vehicle he was driving and in which Ms. Mooney was injured. Model Rule 1.7(a) provides that a lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless: (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and (2) each client consents after consultation.

5. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.7(b), Count D.1 of the Complaint, in that he could not adequately and loyally represent Emerson George at the same time Rees represented Teahna Mooney, as his representation of and responsibility to Ms. Mooney materially limited his ability to fairly and independently represent Mr. George in his matter. Mr. George was not informed by Rees at the time in late January 2004 of Rees prior representation of Teahna Mooney and therefore George could not and did not consent to Rees representation of George interests while Rees still represented Ms. Mooney. Rees could not continue to represent Emerson George at the same time he represented Teahna Mooney, as Rees representation of and responsibility to Ms. Mooney materially limited his ability to fairly and independently represent Mr. George, as Rees would soon be required to sue George in behalf of Mooney. Model Rule 1.7(b) provides that a lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless: (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation.

6. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.7(b), Count D.2 of the Complaint, in that Mr. Rees could not continue to represent Emerson George at the same time he represented Teahna Mooney, as Rees representation of and responsibility to Ms. Mooney materially limited Rees ability to fairly and independently represent Mr. George, as Rees would soon be required to sue

George in behalf of Mooney. Model Rule 1.7(b) provides that a lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless: (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation.

7. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.7(b), Count D.3 of the Complaint. There was no informed consent by Ms. Mooney after consultation. Model Rule 1.7(b) provides that a lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless: (1) the lawyer reasonably believes the representation will not be adversely affected; and (2) the client consents after consultation.

8. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.8(e), Count E.1 of the Complaint, in that Mr. Rees arranged for and participated in the provision of financial assistance, an apartment provided by his brother during the pendency of her litigation while Rees was her lead trial attorney, to his client Teahna Mooney that was prohibited by ethical rule. His brother Robert Rees firm provided Ms. Mooney an apartment at \$700 per month rental from August 2003 to some date in late 2005, based on a Note she signed on August 26, 2003, that was understood by all involved, including David Rees, would be paid when she obtained a recovery in the litigation he was handling for her at the time. David Rees referred Ms. Mooney to his

brother for this purpose. When her suit was concluded and recovery realized, a negotiated sum of \$15,000 was paid to Robert Rees for the apartment she used, while others who provided Ms. Mooney services that were not prohibited as financial assistance, such as health care providers, went unpaid. Model Rule 1.8(e) provides that a lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that: (1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

9. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.8(e), Count E.2 of the Complaint, in that on August 26, 2003, the date David Rees signed her up as a client, Regions Bank of Jonesboro made a personal loan to Teahna Mooney, account #0021072, in the principal amount of \$7,575.00, at 5.595% APR, due August 5, 2004. \$7,500.00 in loan proceeds were issued to her in a lender check. This loan was personally guaranteed by David Rees. Ms. Mooney had never done business with Regions Bank prior to this occasion. She was unemployed and had no foreseeable means of assets with which to repay this loan. Guaranteeing this loan was financial assistance to a Rees client prohibited by Rule 1.8(e). Model Rule 1.8(e) provides that a lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that: (1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of

the matter; and (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

10. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.8(e), Count E.3 of the Complaint, in that the Regions Bank loan, with account #0023764, to Teahna Mooney for personal purposes was renewed or refinanced on August 24, 2004, in the principal amount of \$7,675.00, at 15.404% APR, due January 15, 2005. This loan was personally guaranteed by David Rees. \$7,575.00 of this loan was used to pay Ms. Mooney previous loan, account #0021072. Guaranteeing this loan by Mr. Rees was financial assistance to his client prohibited by Rule 1.8(e). Model Rule 1.8(e) provides that a lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that: (1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

11. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.8(e), Count E.4 of the Complaint, in that on August 30, 2004, Rees Law Firm check #44745 for \$438.40 was issued to Regions Bank to pay the interest on Ms. Mooney loan there, account #0023764. Paying Mooney interest on this loan was financial assistance to a Rees client prohibited by Rule 1.8(e). Model Rule 1.8(e) provides that a lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that: (1) a lawyer may advance court costs

and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and (2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

12. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 1.8(h), Count F.1 of the Complaint, in that on September 22, 2004, the trial court entered the order substituting Arlon Woodruff for Rees as attorney for Teahna Mooney in her litigation against Sonrise. Prior to that date, and specifically on or about September 20, 2004, either Rees or his agent and attorney for that purpose obtained a general release of liability from Rees client, Teahna Mooney, for any and all claims she may have had against Rees and his law firm arising out of the lawsuit in which Rees represented her, including claims for sexual harassment, assault and battery and outrage, in exchange for a payment of \$1,000 at the time, later increased to \$4,000. Rees did not advise Ms. Mooney in writing that independent legal representation for her was appropriate in connection with the Release he caused to be presented to her and which she executed, under duress. Model Rule 1.8(h) provides that a lawyer shall not make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless permitted by law and the client is independently represented in making the agreement, or settle a claim for such liability with an unrepresented client or former client without first advising that person in writing that independent representation is appropriate in connection therewith.

13. By a unanimous vote, the conduct of Frank David Rees did not violate Model Rule 8.4(c), Count G.1 of the Complaint.

14. By a unanimous vote, the conduct of Frank David Rees did not violate Model Rule 8.4(c), Count G.2 of the Complaint.

15. By a unanimous vote, the conduct of Frank David Rees did not violate Model Rule 8.4(c), Count G.3 of the Complaint.

16. By a unanimous vote, the conduct of Frank David Rees did not violate Model Rule 8.4(c), Count G.4 of the Complaint.

17. By a unanimous vote, the conduct of Frank David Rees did not violate Model Rule 8.4(c), Count G.5 of the Complaint.

18. By a unanimous vote, the conduct of Frank David Rees violated Model Rule 8.4(d), Count H.1 of the Complaint, in that Mr. Rees's legal maneuvers in the *Mooney v. Sunrise* case to try to get Emerson George out of the case as a defendant necessitated additional court time and effort to thereafter correct and resolve the problem Rees created that almost cost Ms. Mooney her case against Sunrise, after Rees obtained an order of voluntary non-suit with prejudice by Ms. Mooney as to Mr. George on September 8, 2004. Model Rule 8.4(d) requires that a lawyer shall not engage in conduct that is prejudicial to the administration of justice. Mr. Rees admitted a violation of Model Rule 8.4(d).

19. Having found a violation of Rule 8.4(d), in Count H.1 of the Complaint, the panel did not vote separately on Count H.2.

WHEREFORE, it is the decision and order of the Arkansas Supreme Court Committee on Professional Conduct that the Arkansas law license of Respondent FRANK DAVID REES, Arkansas Bar No. 79238, be, and hereby is, suspended for thirty (30) days for his conduct in this matter, which suspension shall be served consecutively with and to the forty-two (42) day suspension ordered in CPC 2006-156, which would be a total license suspension period of seventy-two (72) days. This suspension shall be effective on the date this Findings & Order is filed with the Court and shall commence immediately upon passing of the forty-two (42) day suspension in CPC-2007-156. At the end of his period of suspension, the Respondent must petition this Panel for reinstatement and an order of reinstatement be must be issued and filed before his law license is restored to good standing and he is permitted to practice law again in the courts of the State of Arkansas.

Respondent is also assessed and ordered to pay \$676.60 in Committee hearing costs for this case. The costs assessed herein shall be payable by cashier check or money order payable to the "Clerk, Arkansas Supreme Court," delivered to the Office of Professional Conduct within thirty (30) days of the date this Findings and Order is filed of record with the Clerk of the Arkansas Supreme Court.

ARKANSAS SUPREME COURT COMMITTEE
ON PROFESSIONAL CONDUCT - PANEL C

By Searcy W. Harrell, Jr.
Searcy W. Harrell, Jr., Chairperson, Panel C

Date 2-18-09